

General Terms and Conditions of **baramundi software GmbH**, Forschungsallee 3, 86159 Augsburg, Germany, hereinafter referred to as "baramundi," for the temporary provision of software products, including the provision of Software as a Service (SaaS) and/or subscription.

I. General Terms and Conditions for the Provision of Software

§ 1 General

(1) The following General Terms and Conditions apply to the business relationship between baramundi and the customer, insofar as software is provided to the customer for use for a limited period of time. They apply to the provision of software by way of rental and/or the provision of Software as a Service (SaaS) as so-called cloud solutions and/or as a subscription, together with the granting of the rights necessary for contractual use, to services agreed within the framework of the corresponding contract, and to pre-contractual obligations. The version valid at the time of conclusion of the contract shall be decisive. Even if no further reference is made to this when concluding similar contracts, the General Terms and Conditions of baramundi in the version made available to the customer when the customer's declaration is submitted shall apply exclusively, unless the contracting parties expressly agree otherwise.

(2) Customers within the meaning of these Terms and Conditions are exclusively entrepreneurs. Entrepreneurs within the meaning of these Terms and Conditions are natural or legal persons or partnerships with legal capacity who, when concluding the legal transaction, are acting in the exercise of their commercial or independent professional activity.

(3) Individual contractual agreements take precedence over these General Terms and Conditions. Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract unless their validity is expressly agreed to.

(4) Additional contractual terms and conditions may apply to the use of third-party hardware or software.

§ 2 Conclusion of contract

(1) All offers made by baramundi are subject to change and non-binding, unless expressly stated otherwise in the respective offer. Minor technical deviations are reserved within reasonable limits. Before concluding the contract, the customer must check whether and to what extent the specifications of the respective software meet their wishes and requirements. They must keep themselves informed about the essential functional features and conditions of the software.

(2) The customer may order the software by email, fax, or in writing. The customer's order constitutes a binding offer to conclude a contract for the provision of the software for use to the extent desired by the customer. Unless otherwise agreed between the parties, baramundi is entitled to accept the contractual offer contained in the order within one week of receipt. Acceptance can be declared in writing or by any other declaration that clearly expresses the intention to accept the order. Acceptance is deemed to have taken place when baramundi provides the ordered service. A legally binding contract is generally concluded when both parties sign the contract or when baramundi confirms the order in writing.

(3) The contract is concluded subject to the proviso that, in the event of incorrect or improper delivery to baramundi, baramundi shall not be obliged to perform or shall only be obliged to perform in part. This shall only apply if baramundi is not responsible for the non-delivery and has taken the necessary care to conclude a specific covering transaction. baramundi shall make every reasonable effort to provide the service. Otherwise, the consideration will be refunded immediately. In the event of unavailability or only partial availability, the customer will be informed immediately.

(4) Separate contracts must be concluded for deliveries and services of a different nature (e.g., consulting on the setup and installation of the software).

§ 3 Definitions

Software refers to all components purchased by the customer from baramundi and the associated services.

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Release is the main version of a software, which is defined by a single year number or a combination of a year number and a sequential number after the letter "R", e.g. Release 2025 (synonymous with Release 2025 R1) or Release 2025 R2. In the technical version identifier, this corresponds to the first two numbers (e.g., 25.1 and 25.2). A release typically includes both functional enhancements and bug fixes.

An update is the version of a software that is defined by a sequential numbering after the term "Update" or the letter "U" (e.g., 2025 R2 U1) or security updates are designated with the letter "S" (e.g., 2025 R2 S1). An update primarily contains bug fixes.

An updated release is a release with the latest update status (highest available update number). If there is no update, the release corresponds to the updated release.

Version is the umbrella term for release and update and identifies a specific software version.

§ 4 Subject matter of the contract

(1) The subject matter of the contract is the provision of the software for a limited period of time in accordance with the offer and service description, together with the granting of the rights necessary for its contractual use in accordance with these General Terms and Conditions.

(2) System and compatibility requirements for supported platforms and operating systems are regularly based on the hardware and software environments of the customer recommended by baramundi. The system requirements can be found at <https://www.baramundi.com/en/resources/system-requirements/>. It is expressly pointed out that the trouble-free and unrestricted quality and functionality of software components from third-party providers is dependent on these providers. Any changes to such software components or to the customer's hardware and software environments may lead to restrictions in the functionality of the software to be provided by baramundi. The availability and freedom from defects of hardware and software not originating from baramundi is generally not guaranteed.

(3) The specific scope of services, type and quality of services, and specific functional scope of the software shall be governed by the agreements made between the parties in each individual case in accordance with the contract offer contained in the order and the corresponding order confirmation by baramundi. The nature and functionality of the software are otherwise determined by the corresponding service description, which is not to be understood as a guarantee. A guarantee is only granted if it has been expressly designated as such.

(4) The customer is entitled to receive the software covered by the contract, consisting of the machine program and corresponding online documentation, which includes instructions for using the software. The technology used to deliver the software is based on the agreements made between the parties. Unless otherwise agreed, the software, consisting of the machine program and online documentation, will be provided via the Internet.

(5) baramundi may provide updated versions of the software. baramundi will inform the customer about updated versions and system requirements and make them available accordingly. In connection with new versions, baramundi is entitled to change their system requirements and compatibility lists within the scope of what is reasonable, while fundamentally safeguarding the interests of the customer. Changes will be announced in the release notes. The customer undertakes to use only the new version after a reasonable period of time, which shall not normally exceed three months, unless this is unreasonable. If necessary, the customer shall install the latest version of the software themselves [this does not apply to SaaS solutions].

(6) The customer has no right to request the source code.

(7) baramundi provides all deliveries and services in accordance with the current state of the art. In the event of a change in the state of the art, baramundi reserves the right to make reasonable changes to the services.

(8) The "Special Terms and Conditions for the Provision of Software " also apply to the functions described in Section II.

§ 5 Rights of Use

(1) The customer has the non-exclusive, non-transferable, and non-sublicensable right, limited to the agreed contract term, to use the respective software in unmodified form to the extent of the agreed type of use for the devices for which it is intended. The software may only be used by the maximum type and number of subscriptions purchased by the customer.

(2) Contractual use includes installation, where necessary, as well as loading, displaying, and running the software. In the case of SaaS solutions, contractual use also includes loading the contractual software into the working memory on baramundi's server, but not the installation or storage of the software, even temporarily, on data carriers of the hardware used by the customer.

(3) The customer is only entitled to reproduce, edit, or decompile the software if this is permitted by law and only if the information necessary for this is not made available by baramundi at the customer's request. Beyond the cases mentioned herein, the customer is not entitled to reproduce the software.

(4) The retranslation of the program code into other code forms and other types of reverse engineering of the various stages of production of the software, including program modification for the customer's own use, are strictly prohibited.

(5) The customer is not entitled to transfer the software provided to them, including user documentation/online documentation or any backup copies created, to third parties. In particular, they are not permitted to sell, lend, rent, or otherwise pass on the software, or to publicly reproduce or make the software accessible.

(6) This granting of rights of use does not entail any further acquisition of rights. The customer may not circumvent or remove any digital rights management (DRM) systems, other technical safeguards, and/or rights management information that may be used.

(7) baramundi may terminate rights of use for good cause. If the customer violates any of the above provisions, all rights of use granted under this agreement shall immediately become invalid and automatically revert to baramundi. In this case, the customer must immediately and completely cease use of the software, delete all copies of the software installed on their systems, and delete any backup copies created or hand them over to baramundi. The claim to remuneration for use exceeding the agreed use remains unaffected.

(9) If the rights granted herein do not arise or if they end, baramundi may demand that the customer return any items provided or provide written assurance that they have been destroyed, as well as the deletion or destruction of all copies of the items and written assurance that this has been done.

§ 6 Obligations of the customer

(1) The customer is obliged to examine the software provided by baramundi or have it examined by an expert immediately upon delivery or provision or upon making it available and to report any defects found, providing a detailed description of the error. The customer must thoroughly test the software for proper use before beginning productive use.

(2) The customer is obliged to take appropriate measures to protect the software from access by unauthorized third parties, in particular to store any copies of the software or access data for the software in a secure location.

(3) The customer shall promote the proper use of the software through active and appropriate cooperation and shall provide baramundi with the information and data necessary for the proper performance of its services. The customer is responsible for ensuring that the technical requirements for the use of the subject matter of the contract are met, in particular with regard to the hardware and software used, the

connection to the Internet, and up-to-date browser software. In addition, the customer must perform regular data backups and use up-to-date virus protection software. baramundi is not liable for virus damage that could have been prevented by using appropriate software. The limitations of liability set out in these General Terms and Conditions also apply in this regard.

(4) The customer must take appropriate precautions in the event that the software does not function properly, either in whole or in part (e.g., by backing up data, diagnosing malfunctions, regularly checking results, and planning for emergencies). It is the customer's responsibility to ensure the functionality of the software's working environment.

(5) The customer must comply with the applicable law of the Federal Republic of Germany, in particular data protection and youth protection regulations, criminal law provisions, and these General Terms and Conditions. In particular, the customer is responsible for:

- (a) protecting access data provided or generated by the customer for SaaS solutions, as well as corresponding identification and authentication mechanisms, from access by unauthorized third parties and not disclosing such data to such third parties;
- (b) not infringing on the rights of third parties, in particular copyrights and ancillary copyrights, trademark rights, patent rights, other property rights, and personal rights;
- (c) respecting the privacy of others, i.e., not to disseminate defamatory, threatening, violence-glorifying, harassing, harmful, racist, or otherwise reprehensible content;
- (d) not executing any applications that could lead to a change in the physical or logical structure of the networks, such as viruses;
- (e) not using the infrastructure provided to him for unauthorized advertising purposes, in particular for the unsolicited transmission of electronic mail.
- (f) in the event of the transmission of the software or parts of the software to other countries, not violating the applicable export regulations and possible sanctions.

(6) Insofar as storage space is made available to the customer, they may not store any content that is illegal, violates laws or official regulations, or infringes the rights of third parties. In particular, the infrastructure provided by baramundi or the storage space made available by baramundi may not be used for offers that infringe industrial property rights (such as trademark, patent, utility model, and design rights), copyrights and ancillary copyrights, or other rights (such as the right to one's own image, name, and personality rights), or for the advertising or distribution of such offers. The same applies to pornographic and youth-endangering offers, propaganda articles, and products bearing the symbols of unconstitutional organizations.

(7) If the customer becomes aware of any misuse of their access data or the identification and authentication mechanisms, they must inform baramundi immediately. In the event of misuse, baramundi is entitled to block access to its services. The block can only be lifted upon written request by the customer. The customer is liable for any misuse for which they are responsible.

§ 7 Remuneration

(1) The prices quoted by baramundi are binding. Prices are generally exclusive of statutory sales tax and any other applicable taxes.

(2) The amount of the monthly fee owed is based on the agreement between the parties in accordance with the contract offer contained in the order and the corresponding order confirmation by baramundi. The fee is payable annually in advance. On April 1, our list prices are adjusted annually by 3% compared to the previous year. If the remuneration has already been paid in advance (e.g., ongoing subscriptions), the price adjustment shall take effect on the next contractual billing date. For extensions and additional services, the prices valid at the time of the order shall apply; these shall be invoiced pro rata to the current contract.

(3) The remuneration owed is due upon complete provision of the software.

(4) Customers may pay the remuneration owed on account. Unless otherwise agreed separately between the parties, the customer must pay the remuneration within 14 days of receiving the order confirmation

or invoice. After this period has expired, the customer is in default of payment. During the period of default, the customer shall pay interest on the debt at a rate of 9 percentage points above the base interest rate. baramundi reserves the right to claim higher damages for default.

(5) Notwithstanding the annual price increase, baramundi reserves the right to adjust the current remuneration payable at its reasonable discretion in line with the development of the costs relevant for the price calculation. A price increase may be considered and a price reduction may be made if, for example, the costs for the procurement of hardware and software as well as energy, the use of communication networks or labor costs increase or decrease, or if other changes in the economic or legal framework conditions lead to a changed cost situation. Increases in one type of cost, e.g., labor costs, may only be used to justify a price increase to the extent that they are not offset by any cost reductions in other areas, such as the costs of hardware and software. In the event of cost reductions, e.g. in hardware costs, baramundi shall reduce its prices to the extent that these cost reductions are not wholly or partially offset by increases in other areas. In exercising its reasonable discretion, baramundi shall choose the respective dates of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable for the customer than cost increases, i.e., cost reductions shall have at least the same effect on prices as cost increases. baramundi shall inform the customer of any changes in fees in writing at least six weeks before the changes take effect.

(6) The customer shall only have a right to offset if their counterclaims have been legally established, recognized, or not disputed by baramundi. The customer's right to offset contractual and other claims arising from the initiation or execution of this contractual relationship remains unaffected by this. The customer may only exercise a right of retention if their counterclaim is based on the same contractual relationship.

§ 8 Term and termination

(1) The contract is concluded for a specific minimum term, which is offered for 1, 3, or 5 years. Unless terminated by one of the parties at the end of the term with three months' notice, the term shall be automatically extended by the period of the originally agreed contract term.

(2) In addition, the contract may be terminated by either party without notice for good cause. Good cause entitling baramundi to terminate the contract shall be deemed to exist in particular if the customer fails to make due payments despite reminders and the setting of a grace period, or if the customer infringes baramundi's rights of use by using the software beyond the scope permitted under this contract and fails to remedy the infringement within a reasonable period of time after receiving a warning from baramundi. Good cause shall also be deemed to exist in the event of the customer filing for insolvency. § 312 German Civil Code (BGB) and § 112 Insolvency Code (InsO) remain unaffected. The customer shall inform baramundi in good time of any impending insolvency.

(3) Notice of termination must be given in writing (by email) at a minimum.

(4) In the event of termination, the customer must cease using the software at the end of the contract and remove all copies of the program installed on their computers and, if applicable, return any backup copies created by baramundi to baramundi immediately or destroy them, at baramundi's discretion.

§ 9 Blocking of access

(1) baramundi reserves the right to delete information from servers and block user accounts if these General Terms and Conditions are violated. In the event of a violation of applicable laws, baramundi is entitled to forward the relevant information to the competent government authorities.

(2) baramundi reserves the right to temporarily block access to the agreed services in whole or in part if and to the extent that the customer uses these services unlawfully or violates the obligations set forth in these General Terms and Conditions. The customer will be informed of this immediately by email.

§ 10 Indemnification

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baramundi is generally not responsible for the customer's own content. In particular, baramundi is not obligated to check the content for possible legal violations. The customer shall indemnify baramundi against all justified claims asserted against it by third parties due to the violation of their rights and for which the customer is responsible. In this regard, the customer shall also bear the costs of baramundi's legal defense, including all court and attorney's fees in the amount of the statutory fees. The customer shall grant baramundi a reasonable advance payment for this purpose.

§ 11 Warranty

(1) baramundi warrants that the software will remain in the condition agreed upon in the contract during the term of the contract and that no third-party rights prevent the use of the software in accordance with the contract. baramundi will remedy any material defects and defects of title in the software within a reasonable period of time. In the event of only a minor reduction in suitability for contractual use, there shall be no claims for defects.

(2) The customer is obliged to notify baramundi in writing of any defects in the software immediately after their discovery. In the case of material defects, this shall be done by describing the time at which the defects occurred and the detailed circumstances. Any defects in the services owed by baramundi shall be remedied immediately after the customer has described the error. If baramundi is unable to remedy the error within a reasonable period of time, the customer may demand a proportionate reduction in price. This shall not apply if the defect is due to circumstances for which the customer is responsible, in particular if the customer fails to fulfill its obligation to cooperate, or if it is due to improper use or a non-agreed system environment. In the event of repeated significant defects, the customer may also terminate the contract without notice. Further rights of the customer remain unaffected.

In principle, only the performance description provided by baramundi shall be deemed agreed as the quality of the goods. Public statements, promotions, or advertising do not constitute a contractual quality of the goods.

The warranty period is one (1) year from delivery. The one-year warranty period does not apply if baramundi is guilty of gross negligence, nor in the event of physical injury or damage to health attributable to baramundi and in the event of loss of life of the customer, in the event of a guarantee, or in the event of delivery recourse in accordance with Sections 478, 479 of the German Civil Code (BGB). baramundi's liability under the Product Liability Act or for data protection violations remains unaffected by this.

(4) baramundi does not give any guarantees to the customer in the legal sense, unless expressly agreed otherwise.

(5) The content posted by the customer on the infrastructure provided by baramundi, if any, is third-party content for baramundi. Legal responsibility in this regard lies with the customer.

(6) Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. Therefore, baramundi does not assume any liability for technical defects for which it is not responsible, in particular for the constant and uninterrupted availability of the databases and their contents or for the complete and error-free reproduction of any content posted by the customer. In the event that baramundi's services are used by unauthorized third parties using the customer's access data, the customer shall be liable for any fees incurred within the scope of civil liability until receipt of the customer's order to change the access data or notification of loss or theft, provided that the customer is at fault for the unauthorized third party's access.

§ 12 Limitations of liability

(1) baramundi accepts no liability for the uninterrupted availability of systems or for system-related failures, interruptions, and malfunctions of technical equipment and services for which baramundi is not responsible. In particular, baramundi is not liable for disruptions to the quality of access to its services due to force majeure or events for which it is not responsible. This includes, in particular, strikes, lockouts, lawful internal industrial action, and official orders. This also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for baramundi to provide its own services. baramundi is entitled to postpone the service incumbent upon

baramundi for the duration of the hindering event plus a reasonable start-up period. baramundi accepts no liability for minor interruptions.

Furthermore, baramundi accepts no liability for data loss or hardware malfunctions caused by incompatibility of the components on the customer's end devices or IT systems with the new or modified hardware and software, or for system malfunctions that may arise from existing misconfigurations or older, disruptive drivers that have not been completely removed, provided that baramundi is not responsible for these.

(2) In the event of slightly negligent breaches of duty, liability shall be limited to the average damage that is foreseeable, typical for the contract, and direct, depending on the type of goods. This also applies to slightly negligent breaches of duty by baramundi's legal representatives or vicarious agents. baramundi shall not be liable for slightly negligent breaches of insignificant contractual obligations. However, baramundi shall be liable for breaches of the customer's essential legal positions under the contract. Essential legal positions under the contract are those which the contract must grant to the customer according to the content and purpose of the contract. baramundi shall also be liable for breaches of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may rely.

(3) The above limitations of liability do not affect claims by the customer arising from guarantees, product liability, or data protection violations. Furthermore, the limitations of liability do not apply in cases of fraudulent intent, breach of essential contractual obligations, or physical injury, damage to health, or loss of life of the customer attributable to baramundi.

(4) baramundi shall not be liable for the loss of data and/or programs insofar as the damage is due to the customer's failure to perform a data backup and thereby ensure that lost data can be restored with reasonable effort.

§13 Confidentiality

(1) The contracting parties are obliged to maintain confidentiality regarding trade secrets and other information designated as confidential (e.g., in records, documents, databases) that become known in connection with the execution of the contract and not to use or disclose such information beyond the scope of the contract without the written consent of the other contracting party.

(2) The receiving contracting party is obliged to take appropriate confidentiality measures for trade secrets and information designated as confidential. The contracting parties are not entitled to obtain trade secrets of the other contracting party by observing, examining, dismantling or testing the subject matter of the contract. The same applies to other information or objects received during the execution of the contract.

(3) The disclosure of trade secrets and other information designated as confidential to persons who are not involved in the conclusion, execution, or performance of the contract may only take place with the written consent of the other contracting party.

(4) Unless otherwise agreed, the obligation to maintain confidentiality for other information designated as confidential shall end five (5) years after the respective information becomes known, but in the case of continuing obligations, not before their termination. Trade secrets shall be kept secret for an unlimited period of time.

(5) The contracting parties shall also impose these obligations on their employees and any third parties they may engage.

§ 14 Data protection

(1) The contracting parties shall comply with the applicable data protection regulations, in particular those applicable in Germany, and shall separately oblige their employees involved in the contractual relationship and its implementation to maintain data confidentiality, unless they are already generally obliged to do so.

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(2) If the customer collects, processes, or uses personal data, they shall ensure that they are authorized to do so in accordance with the applicable provisions, in particular data protection provisions, and shall indemnify baramundi against any claims by third parties in the event of a violation.

(3) If the customer collects, processes, or uses personal data in the course of using the contractual services provided by baramundi without this being permitted under applicable data protection regulations or other legal provisions, the customer must obtain the necessary consent from the respective data subject. Personal data is data that contains information about the personal and factual circumstances of an identified or identifiable person.

(4) Personal data collected by baramundi in the course of performing its contractual obligations shall be treated confidentially and shall only be collected, processed, and used to the extent permitted by data protection regulations or to the extent consented to by the customer. If an agreement on commissioned data processing is required for this purpose, baramundi shall make this available to the customer for conclusion. The customer is responsible for obtaining the declarations of consent required by its customers and contractual partners in accordance with the provisions of data protection laws.

(5) The customer itself retains sole power of disposal over the relevant data and information on a regular basis. The extent to which users authorized by the customer and other third parties may enter data and information using baramundi software and/or gain access to such data and information is solely the responsibility of the customer. In this respect, the customer is also responsible for ensuring that access to such data and information takes place in a permissible and restrictive manner. If necessary, this must be ensured by assigning appropriate password-protected administration access or access rights.

(6) The additional provisions described in Section II also apply to the functions specified therein.

§ 15 Telemetry data

The contractual software may use a tracking code to transmit product data from the software to baramundi in accordance with the online documentation, provided that this is expressly stated there or the customer can view this on a bConnect interface. Personal data of the user—in particular the IP address—is not transmitted by telemetry. baramundi remains obligated to fulfill any data protection information obligations and other data protection obligations that may nevertheless be required. baramundi receives from the customer the worldwide, exclusive, irrevocable right, unlimited in terms of time, space, and content, to use this data itself to improve the software and support. This data will not be passed on to third parties for independent use.

§ 16 Mobile devices

If baramundi's software is used to access mobile devices within the scope of contract fulfillment and contract processing, the customer is responsible for ensuring that the property rights of the respective users or other third parties are not infringed. In this respect, the customer must also ensure that it has the necessary declarations of consent for such access, insofar as the mobile devices in question are not its property.

§ 17 Implementation of certificates

The use of baramundi software regularly requires the integration of certain certificates. Such certificates can be used to verify certain characteristics of persons or objects by means of cryptographic procedures using encryption software. The specific certificates required are listed in baramundi's online documentation. Unless baramundi expressly provides the customer with the relevant certificates or the parties have otherwise agreed otherwise, the customer is primarily responsible for such certificates.

§ 18 Amendments to these General Terms and Conditions

(1) baramundi reserves the right to amend these General Terms and Conditions at any time, subject to a reasonable notice period of at least six (6) weeks. baramundi shall notify the customer of any such amendment in writing.

(2) If the customer does not object, the amended terms and conditions shall be deemed accepted. In the event of an objection, the contract shall continue unchanged under the previous terms and conditions, but baramundi shall be entitled to terminate the contract with due notice.

§ 19 References

baramundi is entitled to include the customer's name, company logo, and, if applicable, other publicly available information in a list of references that is published online, e.g., on the baramundi website. Other advertising references must be agreed upon with the customer in advance. The customer is entitled to revoke this use in whole or in part at any time in writing.

§ 20 Law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

(2) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the court responsible for baramundi's place of business, unless an exclusive place of jurisdiction exists. However, baramundi shall also be entitled to sue the merchant at the court responsible for their place of residence or business. The jurisdiction based on an exclusive place of jurisdiction remains unaffected by this.

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II. Special conditions for the provision of software

If the customer uses one or more of the functions described below, the following conditions shall apply in addition.

The scope of the functions and the corresponding requirements for the hardware and software environment reflect the status applicable at the time the contract is concluded. We reserve the right to make adjustments to the current status in the interest of the customer and will notify the customer of these if necessary. The scope of the functions of the software provided in each case is specified in the service description.

A. baramundi Management Suite

A.1. baramundi Management Suite Core Android & iOS, baramundi Management Suite Core MacOS, baramundi Management Suite Core Linux (formerly baramundi Core Mobile/ Linux/ MacOS)

- (a) This use includes supporting the customer in the administration of certain third-party software applications.
- (b) It is not the responsibility of baramundi to assess the extent to which access to the mobile device is permissible and lawful by means of data separation and appropriate configuration. The customer must check for themselves to what extent the use of the baramundi Mobile Devices function appears to be permissible. In particular, the customer is responsible for taking into account any restrictions under labor law or data protection law regarding the control and monitoring of employees' mobile devices used for work purposes.

A.2 baramundi Management Suite as a Service (operated by baramundi)

- (a) Use is also subject to Microsoft's End User License Terms regarding the use of Microsoft software and the Corel/Parallels EULA, which the customer receives with the offer. The service is provided subject to the proviso that the software from Microsoft and/or Corel/Parallels is provided correctly and properly. In the event of improper provision, baramundi shall be entitled to extraordinary termination if Microsoft and/or Corel/Parallels fails to provide the contractual software without baramundi being responsible for this.
- (b) Provision is made by hosting the Management Suite server and the necessary infrastructure (gateway, SQL database, etc.). The hosted components are maintained by baramundi, i.e., configured and regularly updated. The administration of the customer's endpoints and the updating of the companion applications are carried out exclusively by the customer.
- (c) Service Level Agreement (SLA): The temporal and technical availability of the hosted infrastructure is governed by the SLA to be concluded separately between the parties. The SLA expressly does not cover errors in individual Management Suite functions.
- (d) The liability for defects in accordance with the offer and the terms and conditions specifically agreed separately depending on the conclusion of the contract remains unaffected.

Add-ons

A.3. baramundi Managed Software

- (a) This use includes supporting the customer in the administration and maintenance of certain third-party software applications.
- (b) The customer will be informed of any new program versions (e.g., updates) of the managed standard software applications of third parties that are released during the term of the contract; the customer will be informed of any corrective deliveries (patches) of the managed standard software applications of third parties that are released during the term of the contract. New program versions or corrective deliveries will be made available to the customer via a link or in another manner for retrieval. The installation of new program versions or corrective deliveries is the sole responsibility of the customer. baramundi itself does not regularly provide such services for the customer. baramundi has no further obligation to check the new program versions or corrective deliveries for possible errors, improper operation or modification of the relevant third-party standard software applications, possible contamination of software components with computer viruses or other malware, or other security vulnerabilities. baramundi is not responsible for protecting against errors arising from the customer's area of risk, third-party providers of the relevant software application, or other third parties, in particular errors caused by improper operation or modification of third-party software, contamination of relevant software components with computer viruses, use of unsuitable data carriers, defective hardware, failure of the power supply or data-carrying

lines, errors due to inadequate information security, unsuitable environmental conditions at the location where the software is operated, or force majeure.

- (c) baramundi expressly reserves the right to suspend or completely discontinue the provision of new program versions or corrective deliveries of certain software applications for technical reasons or for reasons beyond baramundi's control. This only applies in cases where the provision would be unreasonable or impossible for baramundi. baramundi will make every reasonable effort to provide new program versions or corrective deliveries for certain software applications. If baramundi's services are nevertheless restricted in this way, any remuneration paid in advance to baramundi shall be refunded on a pro rata basis. In the event of unavailability or only partial availability, the customer shall be informed immediately.

A.4 baramundi Defense Control

- (a) From a technical point of view, the use of this service requires the integration of additional functions of the baramundi Management Suite software application. This use includes supporting the customer in the administration and maintenance of certain Microsoft software applications, namely Microsoft Windows BitLocker.
- (b) The customer is given the option of orchestrating Microsoft Windows BitLocker; in particular, the customer is given the option of protecting the system with a PIN during boot-up. This functionality can be activated by baramundi Defense Control.
- (c) Inventorying the BitLocker status on managed systems provides an overview of the encryption status on the various partitions.
- (d) The customer is aware that baramundi itself is not contractually obligated to provide Microsoft Windows BitLocker. baramundi does not guarantee that Microsoft Windows BitLocker will ensure appropriate technical and organizational measures for a state-of-the-art level of protection through data encryption. The customer is responsible for determining the extent to which Microsoft Windows BitLocker provides adequate data security.

A.5 baramundi License Management

- (a) The customer must maintain their existing software and license inventory correctly to ensure proper functioning. The software can only deliver correct and plausible results if the information provided is complete and accurate. baramundi is not liable for inaccurate results of the license check if these are based on inaccurate information provided by the customer. No consulting or maintenance services are provided with regard to the legally correct or economically sensible licensing of the customer's software inventory.
- (b) Unless specifically requested, baramundi does not undertake any configuration, supplementation, adaptation, or other changes to the IT infrastructure, in particular with regard to the customer's software and license inventory.

A.6. baramundi Ticketing System

- (a) baramundi is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release baramundi from its sole obligation to the customer to fulfill the contract in full.
- (b) baramundi is not responsible for establishing and maintaining the data connection between the customer's IT system and baramundi's servers.
- (c) baramundi strives for an overall availability of 99.50% on the technical infrastructure underlying the software. This availability is calculated as follows: $(\text{total service time per year} - \text{downtime}) / \text{total service time per year} \times 100$. Regular maintenance activities to maintain and expand the software functionality and the associated technical infrastructure are excluded from the availability calculation. These activities are usually communicated to the customer in the baramundi forum (<https://forum.baramundi.com/index.php>) on the website <https://www.baramundi.com/de-de/management-suite/module/ticketing-system/updates> or by email notification. Furthermore, only outages lasting longer than 2 minutes are taken into account in the availability calculation.
- (d) So-called functional cookies are required for the proper functioning of the baramundi Ticketing System SaaS service. Without these functional cookies, the baramundi Ticketing System does not offer the full performance described in the service description.

A.7. baramundi Remote Desk

- (a) baramundi is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release baramundi from its sole obligation to the customer to fulfill the contract in full.

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- (b) baramundi is responsible for providing the ability to use the functionalities, but not for establishing and maintaining the Internet connection between the customer's IT system and the servers provided by baramundi.
- (c) baramundi reserves the right to restrict availability to a reasonable extent for regular maintenance activities to maintain and expand the software functionality and the associated technical infrastructure. These activities are usually communicated to the customer in the online help, in the baramundi forum (<https://forum.baramundi.com/index.php>), or by email notification. In addition, only outages lasting more than 2 minutes are taken into account in the availability calculation.

A.8. Argus Cockpit

- (a) baramundi is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release baramundi from its sole obligation to the customer to fulfill the contract in full.
- (b) baramundi is not responsible for establishing and maintaining the data connection between the customer's IT system and baramundi's servers.
- (c) baramundi reserves the right to restrict availability to a reasonable extent for regular maintenance activities to maintain and expand the software functionality and the associated technical infrastructure. These activities are usually communicated to the customer in the baramundi forum (<https://forum.baramundi.com/index.php>) or by email notification. Furthermore, only outages lasting longer than 2 minutes are taken into account in the availability calculation.

B. baramundi Proactive Hub

B1. perform2work

- (a) baramundi is permitted to involve subcontractors in the provision of storage space. The use of subcontractors does not release baramundi from its sole obligation to the customer to fulfill the contract in full.
- (b) The baramundi management solutions are provided by hosting the necessary management infrastructure. The components are maintained and regularly updated by baramundi. The administration of the end devices and the updating of the baramundi agents required for this is the sole responsibility of the customer. baramundi is also not responsible for the IT infrastructure required to maintain the data connection between cloud services and the management agents on the end devices (internet connection).
- (c) baramundi reserves the right to restrict availability to a reasonable extent for regular maintenance activities to maintain and expand the software functionality and the associated technical infrastructure. These activities are usually communicated to the customer in the baramundi forum (<https://forum.baramundi.com/index.php>) or by email notification. Furthermore, only outages lasting longer than 2 minutes are taken into account in the availability calculation.
- (d) Service Level Agreement (SLA): The temporal and technical availability of the hosted infrastructure is based on the SLA to be concluded separately between the parties.

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